

**MEMORANDUM OF AGREEMENT FOR RECEIPT AND USE OF  
VOTER EDUCATION FUNDS**

This agreement, effective as of the 14<sup>th</sup> day of October, 2003, is by and between the State of Florida, Department of State, Division of Elections ("Department"), the address of which is 107 W. Gaines Street, Suite 100, Tallahassee, FL 32399-0250 and Leon County Supervisor of Elections Ion V. Sancho ("Supervisor"), the address of which is 301 S. Monroe Street, Suite 301, Tallahassee, Florida 32301-1853.

WHEREAS, section 6, Senate Bill 2A, as signed by the Governor, provides for the disbursement of funds to be used for voter education.

WHEREAS, said section is intended to provide funding for additional voter education beyond the county supervisors of elections current programs.

**I. Governing Law**

From the funds appropriated from the Grants and Donations Trust Fund to the Department of State, specifically appropriation 2888A of the 2003-2004 General Appropriations Act, the Department shall distribute the sum of \$2,976,755 in fiscal year 2003-2004 to the county supervisors of elections to fund comprehensive voter education programs.

The Department shall divide the total amount of funds appropriated by the total number of registered voters in the state for the 2002 General Election to establish a funding level per individual voter. Each county supervisor of elections shall receive an amount equal to the funding level per individual voter multiplied by the number of registered voters in the county, as certified by the Department of State for the 2002 General Election.

**II. Restrictions**

No county supervisor of elections shall receive funds pursuant to Section I until the Supervisor provides to the Department a detailed description of the voter-education plans to be implemented.

No county supervisor of elections shall receive funds pursuant to Section I until the Chairman of the Board of County Commissioners certifies to the Department that the county will provide matching funds for voter education in an amount equal to 15% of the amount to be received from the state. Should the Board of County Commissioners fail to appropriate the matching funds required by this paragraph, all funds provided to the Supervisor under this agreement shall be returned to the Department.

All state funds received pursuant to Section I and all county matching funds shall be held in a separate account and shall be used solely for the voter education programs

detailed in the Supervisor's plan. Any funds remaining in the account at the end of the fiscal year shall remain in the account to be used for the same purposes for subsequent years or until the funds are expended.

Supervisors may only use funds received under this agreement for purposes permitted under the provisions of the federal Help America Vote Act and as outlined in specific appropriation 2888A of the 2003-2004 General Appropriations Act. Any funds received by the Supervisor under this agreement that are used for any unauthorized purpose shall be repaid to the Department.

### III. Disbursement

The Supervisor shall receive a sum certain as provided above and outlined in Appendix A.

### IV. Audits and Monitoring

The administration of funds awarded by the Department to the Supervisor may be subject to audits and monitoring by the Department, as described in this section.

1. Each Supervisor expending \$300,000 or more in funds provided under this agreement may be subject to federal single or program specific audits. See OMB Circular No. A-133 (Revised, June 24, 1997) regarding Audits of States, Local Governments, and Nonprofit Organizations and the Catalog of Federal Domestic Assistance (CFDA) § 39.011, Election Reform Payments.

2. Each Supervisor receiving funds under this agreement shall keep such records with respect to the funds received as are consistent with sound accounting principles, including records which fully disclose the amount and disposition by the supervisor, the total cost of the project or undertaking for which such funds are used, the amount of that portion of the cost of the project or undertaking supplied by other sources, and such other records as will facilitate an effective audit. The Supervisor agrees to provide copies of and/or access to all such documentation to state and/or federal auditors and the Department upon request.

3. The Supervisor shall provide a report to the Department on or before December 31, 2004 detailing the actual expenditures by the Supervisor of the funds provided under this agreement which shall cover the period from the date of receipt of the funds by the Supervisor through September 30, 2004. The Supervisor shall subsequently provide such a report by December 31 of each and every year thereafter, covering the preceding period of October 1 through September 30, as long as any funds provided for under this agreement remain and/or are expended.

V. Report Submissions

Reports required by PART IV of this agreement shall be submitted by the Supervisor directly to the Department of State at the following address:

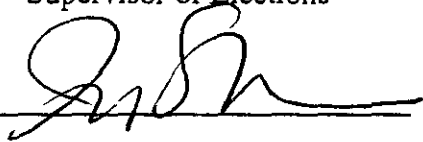
Department of State  
Division of Elections  
107 W. Gaines Street, Suite 100  
Tallahassee, Florida 32399-0250

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their undersigned officials as duly authorized.

Department of State, Division of Elections:

Supervisor of Elections

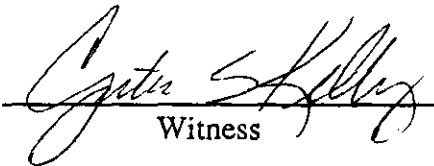
By: \_\_\_\_\_  
Division Director

By:  \_\_\_\_\_

\_\_\_\_\_  
Witness

Ion V. Sancho, Supervisor of Elections  
Typed name and title

\_\_\_\_\_  
Date

 \_\_\_\_\_  
Witness

\_\_\_\_\_  
Date